

16 Carolina Avenue, Greenville, South Carolina

1420 265

MORTGAGE OF REAL ESTATE Prepared by CLARENCE E. CLAY, Attorney at Law, Greenville, S. C.

STATE OF SOUTH CAROLINA }  
COUNTY OF GREENVILLE }

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, John Bolt Culbertson

(hereinafter referred to as Mortgagor) is well and truly indebted unto Fannie H. Caldwell, Carroll B. Caldwell, and Nancy Caldwell Seal,

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of Thirty Thousand \$ no/100---

Dollars (\$ 30,000.00 ) due and payable in five (5) equal annual installments of Six Thousand (\$6,000.00) & no/100 Dollars each, plus interest at eight (8) per cent on the principal balance, said interest to be paid, plus the annual installment payment, one year after the closing date

with interest thereon from \_\_\_\_\_ at the rate of \_\_\_\_\_ per centum per annum, to be paid:

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns:

"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, on the West side of Lavinia Avenue in the City of Greenville, and being known as part of Lot No. 8 of the old Rowley Place, plat of which is recorded in the R. H. C. for Greenville County, S. C. in Plat Book C, at page 5, and having the following notes and bounds, to-wit:

BEGINNING at an iron pin on the West side of Lavinia Avenue, and running thence along the West side of Lavinia Avenue, N. 21-45 W. 60 feet to an iron pin; thence S. 76-30 W. 130 feet to an iron pin; thence S. 21-45 E. 60 feet to an iron pin; thence N. 76-30 E. 130 feet to the point of beginning.

Also all right, title and interest (whatever the same may be) in and to a 10 foot alley extending along the Southern side of said lot which was closed under an agreement by Albirta J. Hobbs with Milton H. Earle, et al., said agreement being recorded in the R. H. C. Office for Greenville County in Deed Volume 61, at Page 126, and also by agreement of Albirta J. Hobbs, Marguerite G. Earle, William G. Serrine, and Milton H. Earle dated February 23, 1921, said agreement being recorded in Deed Volume 61, at Page 128.

The above described property is the identical property conveyed to me by Fannie H. Caldwell, Carroll B. Caldwell, and Nancy Caldwell Seal on the 3<sup>rd</sup> day of January, 1978, and recorded in Deed Volume 1071 at Page 357, R. H. C. Office for Greenville County.

This is a purchase money mortgage.

REGCTO

RECORDED  
JAN 12 1978  
GREENVILLE S.C.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all such fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

2-SOCI TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its heirs, successors and assigns, forever.

The Mortgagor covenants that it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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